IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

COLUMBIA TRADING CORP. Plaintiff, v. GREEN ELECTRONICS, LLC, IMPORTHOME, LLC and GUOQIANG JIANG, a.k.a. GORE JIANG Defendants.	VERIFIED COMPLAINT Docket No. PLAINTIFF DEMANDS A TRIAL BY JURY

Plaintiff COLUMBIA TRADING CORP., by its attorneys, KAO & ASSOCIATES, PC, for its complaint against GREEN ELECTRONICS, LLC, IMPORTHOME, LLC, and GUOQIANG JIANG, a.k.a. GORE JIANG (collectively "Defendants"), respectfully alleges as follows:

NATURE OF THE CASE

1. This is a civil action for injuries and damages suffered by Plaintiff against Defendants' unlawful sale of certain models of soymilk makers ("Disputed Products") that Plaintiff has sole distribution rights in North America, pursuant to (1) Copyright Infringement under 17 U.S.C. §501; (2) Trademark Infringement under 15 U.S.C. §1114(a); (3) Unfair Competition under 15 U.S.C. §1125(a); (4) False Designation of Origin under 15 U.S.C. §1125(a); (5) Unfair competition under New Jersey Common Law; (6) Tortious interference with prospective economic advantage under New Jersey Law; and (7) Theory of piercing the corporate veil.

PARTIES

2. Plaintiff, Columbia Trading Corp ("Columbia Trading") is an Utah corporation whose principal place of business is Provo, Utah.

3. Defendant Green Electronics, LLC ("Green Electronics") is a New Jersey limited liability company whose principal place of business is Edison, New Jersey.

4. Defendant Importhome LLC ("Importhome") was a New Jersey limited liability company whose principal place of business was Edison, New Jersey. Upon information and belief, Defendant Importhome filed a certificate of cancellation on or about December 7, 2009. Upon information and belief, Defendant Importhome continued doing business under the company's name after certificate of cancellation was filed.

5. Defendant Guoqiang Jiang, a.k.a. Gore Jiang ("Jiang") is an individual and resident of the state of New Jersey. Jiang is the managing member of both Importhome and Green Electronics.

VENUE AND JURISDICTION

6. This Court has original jurisdiction over this action under 28 U.S.C. §1332, in that the state where Plaintiff is organized and the location of its principal place of business is different from the state where the individual Defendant resides and state where the LLC Defendants are organized and the location of their principal places of business.

7. This Court has subject matter jurisdiction over all causes of actions in this action pursuant to 15 U.S.C. §1121, 28 U.S.C. §§1331 and 1338 and pursuant to the supplemental jurisdiction of this Court for all non-federal causes of action under 28 U.S.C. §1367.

8. This Court has personal jurisdiction over Defendants by virtue of (a) Defendants' physical stores are located in the State of New Jersey; (b) individual Defendant

Guoqiang Jiang is a resident of State of New Jersey (c) commission of tortuous acts by all Defendants within the State of New Jersey; and (d) regular and continuous transaction of business, including the tortuous acts complained of herein within the State of New Jersey.

9. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) and (c).

FACTUAL ALLEGATIONS

10. Joyoung Company Limited ("Joyoung Company") is a leading kitchen appliance manufacturer headquartered in Jinan, China. Joyoung Company is famous for its soymilk maker product line which is sold and distributed nationwide in China and exported to over 20 countries and areas, including U.S., Japan, Singapore and etc.

11. Plaintiff Columbia Trading is Joyoung Company's exclusively authorized distributor in North America, including U.S., Canada, Mexico, Bermuda and etc.

12. Plaintiff wholesales the products of Joyoung Company and/or retails through its own website: bestcooker.com and physical retail stores, and provide after-sale warranty services for products sold through authorized sellers in North America.

13. As the exclusively authorized distributor, Plaintiff has the right to enter into an agreement with retailers, which enables the retailers purchase from Plaintiff, advertise and sell Joyoung products under the terms of agreement.

14. As the exclusively authorized distributor, Plaintiff has the right to preclude other retailers from importing, selling and marketing Joyoung products without first obtaining authorization from it.

15. As the exclusively authorized distributor, Plaintiff also has the right to terminate the agreement at any time in the event retailers violate terms of the agreement.

16. Between February 2010 and August 2016, Defendants were the authorized retailers of Plaintiff. During this period of time, Defendants purchased from Plaintiff different models of Joyoung soymilk makers which were later retailed by Defendants on the internet and from physical stores.

17. Upon information and belief, Defendants sold the aforementioned Joyoung products at a price substantially lower than minimum market price set by the Plaintiff, which have caused substantial sales decline and profit loss of Plaintiff and other authorized retailers.

18. Plaintiff had warned Defendants to honor the agreement and restore the price to market level, yet Plaintiff's requests and warnings were refused and/or ignored.

19. In or around August 2016, Plaintiff terminated the agreement with Defendants and no longer authorized sale of any of Joyoung products to Defendants.

20. In or around September 2016, it again came to Plaintiff's attention that Defendants were selling large quantities of at least four (4) models of Joyoung soymilk makers ("Disputed Products") through internet, such as amazon.com, importhome.com, a website operated by Defendants, and Defendant's physical stores at 1115 Inman Avenue, Ste 369, Edison, NJ 08820 and 12 Bernice St, Edison, NJ 08820.

21. The Defendants obtained and/or imported these Disputed Products without authorization of the exclusively authorized distributor of North American, a.k.a. the Plaintiff.

22. The Disputed Products being sold by Defendants are described as follows:

a. Joyoung Soy Milk Maker Cts-1078
b. Joyoung Soy Milk Maker Cts-2038
c. Joyoung Soy Milk Maker DJ13U-D81SG
d. Joyoung Soy Milk Maker DJ13U-D08SG

23. In particular, Defendants intentionally attached a tag with Defendants' information over the original printed words that contains Plaintiff's information on the

packaging, entirely blocking out Plaintiff's information as to North America importer and distributor.

24. Plaintiff or Joyoung Company have never sold or authorized sales of the Disputed Products to Defendants since termination of the agreement.

25. Defendants have not obtained any form of authorization or permission from Plaintiff to market, advertise, sell or distribute the Disputed Products since termination of the agreement.

26. Upon information and belief, Defendants are and continue selling the Disputed Products at a price substantially lower than their market price.

27. Defendants' unlawful sale and predatory pricing seriously disrupted the market and caused great sales decline and profit loss of Plaintiff and its authorized retailers.

28. Upon information and belief, it was shown on Defendants operated website: importhome.com that Defendants are authorized distributors who provide warranties to customer, which is not true.

29. Upon information and belief, Defendants even requested Plaintiff to provide product service of the products Defendants sold.

30. Upon information and belief, Plaintiff repeatedly warned Defendants that Defendants are not authorized to sell Joyoung products in North America.

31. On December 9 and December 27, 2016, Plaintiff's attorney sent a cease and desist letter to Defendants demanding immediate stop of selling any and all Joyoung products, takedown any and all online listings of Joyoung products from Amazon.com, importhome.com and other online markets.

32. Defendants again refused and ignored Plaintiff's demands and warnings. Defendants continued to unlawfully sell, market the Disputed Products online and at their physical stores, and continuously post as authorized distributor as of today.

(FIRST CAUSE OF ACTION)

(Copyright Infringement – 17 U.S.C. §501)

33. Plaintiff incorporates by reference paragraphs 1 through 32 of this Complaint as if fully set forth herein.

34. Joyoung Company has valid and enforceable copyrights as to all of its products, and Plaintiff, therefore, as an exclusively authorized distributor in North America, has the power to enforce Joyoung Company's copyrights rights in the U.S.

35. Defendants' acts have irreparably damaged and, unless enjoined, will continue to irreparably damage Plaintiff. Plaintiff has no adequate remedy at law for these wrongs and injuries. Plaintiff is, therefore, entitled to a preliminary and permanent injunction restraining and enjoining defendants and their agents, servants, employees, and attorneys and all persons acting in concert with them, from infringing Plaintiff's rights.

36. Defendants have willfully infringed Plaintiff's rights.

37. Plaintiff is entitled to recover all damages sustained as a result of Defendants' unlawful acts, including (1) Defendants' profits, or (2) Plaintiff's damages, or (3) statutory damages.

(SECOND CAUSE OF ACTION)

(Trademark Infringement – 15 US.C. §1114(a))

38. Plaintiff incorporates by reference paragraphs 1 through 37 of this Complaint as it fully set forth herein.

39. Joyoung Company has valid and enforceable trademark rights as to all of its products, and Plaintiff, therefore, as an exclusively authorized distributor in North America, has the power to enforce Joyoung Company's trademark rights in the U.S.

40. Defendants have infringed Plaintiff's rights by using them on and/or in connection with the products they have sold.

41. Defendants' unlawful acts have irreparably damaged Plaintiff and may continue to do so. The damage to Plaintiff includes harm to Joyoung Company and Plaintiff's goodwill and reputation in marketplace for which money cannot compensate. Plaintiff has no adequate remedy at law for these wrongs.

42. Plaintiff is, therefore, entitled to a preliminary and permanent injunction restraining and enjoining defendants, and their agents, servants, employees, and attorneys and all persons acting in concert with them from using Joyoung Company's trademarks or any colorable imitation of them.

43. Defendants have willfully infringed Joyoung Company's trademarks and Plaintiff's derivative rights.

44. Plaintiff is entitled to recover (1) Defendants' profits from infringing products (2) Plaintiff's damages, (3) the cost of the suit, and (4) reasonable attorneys' fees.

(THIRD CAUSE OF ACTION)

(Unfair Competition – 15 U.S.C. §1125(a))

45. Plaintiff incorporates by reference paragraphs 1 through 44 of this Complaint as it fully set forth herein.

46. Defendants knowingly and willfully have sold and marketed and continue to sell and market the Disputed Products without authorization of Plaintiff, which has caused

confusion in the relevant marketplace, making consumer believe Defendants are authorized retailers, on the internet, in the State of New Jersey, and believed to be across numerous other states where Plaintiff and Defendants conduct business.

47. Defendants have solicited business despite its knowledge that they were not authorized by Plaintiff to sell the Disputed Products in North America.

48. Defendants' acts complained of herein constitute unfair competition in violation of §43(a) of the Lanham Act, 15 U.S.C. 1125 (a).

49. As a result of Defendants' unlawful acts, Plaintiff has suffered injury, including irreparable injury to Plaintiff's goodwill and reputation, and damages, including loss of profits, reasonable royalties, and other damages as set forth herein.

(FOURTH CAUSE OF ACTION)

(False Designation of Origin – 15 U.S.C. §1125(a))

50. Plaintiff incorporates by reference paragraphs 1 through 49 of this Complaint as it fully set forth herein.

51. Plaintiff has achieved substantial goodwill, recognition and reputation throughout the U.S. as being an exclusive distributor of Joyoung Company for over a decade.

52. Defendants unlawfully and willfully blocked Plaintiff's information on the products packaging by attaching their own tags over it, which has caused confusion to consumers and harmed Plaintiff's goodwill.

53. Defendants' unlawful acts complained of herein and unauthorized sale and marketing of the Disputed Products constitute use in commerce of a word, term, symbol, or device or a combination thereof, constituting false designation of origin, false and misleading description of fact, and false and misleading representation of fact that is likely to cause

confusion, mistake, or deception as to the affiliation, connection or association of Defendants with Plaintiff and Joyoung Company, and further is likely to cause confusion, mistake or deception as to the origin, sponsorship or approval by Plaintiff of Defendants' unlawful acts.

54. Defendants' acts complained herein constitute a violation of §43(a) of the Lanham Act, 15 U.S.C. §1125(a).

55. As a result of Defendants' actions, Plaintiff has suffered injury, including irreparable injury to Plaintiff's goodwill and reputation, and damages, including loss of profit, reasonable royalties, and other damages set forth herein.

(FIFTH CAUSE OF ACTION)

(Unprivileged Imitation – Common Law Unfair Competition under New Jersey Law)

56. Plaintiff incorporates by reference paragraphs 1 through 55 of this Complaint as if fully set forth herein.

57. Defendants marketed the Disputed Products with an unprivileged imitation of the physical appearance of products being exclusively distributed by Plaintiff. The aforementioned acts of Defendants constitute unfair competition and unfair business practice contrary to the common laws of New Jersey.

58. Defendants' acts have damaged Plaintiff, and if not preliminary and permanently enjoined by the Court, will continue to damage Plaintiff irreparably. The damages to Plaintiff include harm to its goodwill and reputation in the market place for which money cannot compensate. Plaintiff has no adequate remedy at law for these wrongs and injuries.

59. Plaintiff, therefore, is entitled to a preliminary and permanent injunction restraining and enjoining Defendants, their agents, servants, employees, and attorneys and all

persons acting in concert with them from selling and marketing any and all Joyoung products and using Plaintiff's and Joyoung Company's trademarks or any colorable imitation of them, to restitution of Defendants' ill-gotten gains, and to punitive damages in an amount to be determined by the trier of fact in this action.

(SIXTH CAUSE OF ACTION)

(Tortious Interference with Prospective Economic Advantage)

60. Plaintiff incorporates by reference all paragraphs 1 through 59 of this Complaint as if fully set forth herein.

61. Plaintiff, as an exclusive distributor of Joyoung Company Products in North America, has a reasonable expectation of an economic advantage for any person seeking to do business with Plaintiff, and relies upon laws which prevent malicious and intentional actions by a competitor attempting to confuse potential customers into doing business with them rather than Plaintiff.

62. Defendants have knowingly and willfully misled consumers of Plaintiff into falsely believing Defendants are authorized retailer of Plaintiff, and/or Defendants are affiliated with Plaintiff by virtue of misrepresenting to the consumers on the website improthome.com and other marketplace that they are authorized retailers who provide warranty services.

63. Defendants committed the acts complained herein with willfulness and the intent to interfere with Plaintiff's prospective economic advantage.

64. Plaintiff, therefore, is entitled to a preliminary and permanent injunction restraining and enjoining Defendants, their agents, servants, employees, and attorneys and all persons acting in concert with them from selling and marketing any and all Joyoung products

and using Plaintiff's and Joyoung Company's trademarks or any colorable imitation of them, to restitution of Defendants' ill-gotten gains, and to punitive damages in an amount to be determined by the trier of fact in this action.

(SEVENTH CAUSE OF ACTION)

(Piercing the Corporate Veil)

65. Plaintiff incorporates by reference paragraphs 1 through 64 of this Complaint as if fully set forth herein.

66. Defendants repeatedly and persistently disregarded corporate form and formalities in the business of the corporate defendants.

67. Upon information and belief, Defendant Jiang is the sole owner, member and officer of Defendants Green Electronics and Importhome.

68. Upon information and belief, Defendant Jiang exercised complete domination and control of Defendants Green Electronics and Importhome, and was solely liable for paying corporate liabilities and bookkeeping responsibilities.

69. Defendant Jiang used that domination and control over the operations of corporate Defendants for purpose of unlawfully selling the Disputed Products and keeping the ill-gotten gains.

70. As a direct result of the foregoing, the corporate veil of corporate defendants Green Electronics and Importhome must be pierced to allow Plaintiff to proceed to judgment against Defendant Jiang in his individual capacities for liabilities and obligations of corporate Defendants.

DEMAND FOR A JURY TRIAL

Plaintiff hereby demand a jury trial as to all issues so triable as a matter of right pursuant to F.R.C.P. 38(b)(1) and 38(c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgments:

a. Preliminarily and permanently enjoining defendants, their agents, servants, employees, and attorneys and all those acting in concert with them from infringing Joyoung Company's copyrights and Plaintiff's rights in violation of 17 U.S.C. §501;

b. Awarding Plaintiff its damages and lost profit, or Defendants' profits, or alternatively, statutory damages, as a result of Defendants' willful infringement of Plaintiff's rights;

c. Preliminarily and permanently enjoining Defendants, their agents, servants, employees, and attorneys and all those acting in concert with them from infringing Joyoung Company's trademarks and Plaintiff's rights in violation of 15 U.S.C. §1114(a);

d. Preliminarily and permanently enjoining Defendants, their agents, servants, employees, and attorneys and all those acting in concert with them from infringing Joyoung Company's Plaintiff's rights in violation of 15 U.S.C. §1125(a);

e. Awarding Plaintiff its damages and lost profit, and/or Defendants' profits from their willful infringement of Joyoung Company's trademarks and Plaintiff's rights pursuant to 15 U.S.C. §1117(a);

f. Directing that Defendants engage in such additional activities, including, but not limited to, recalls of products and corrective advertising, as may be necessary and appropriate to mitigate the damage Defendants have caused;

g. Declaring the corporate veil of corporate Defendants be pierced to allow Plaintiff to proceed to judgment against Defendant Jiang in his individual capacities for liabilities and obligation of the corporate Defendants.

h. Awarding Plaintiff its costs in this action, including its attorneys' fees pursuant to 17 U.S.C. §505 and 15 U.S.C. §1117.

i. Awarding Plaintiff punitive damages in an amount to be determined by trier of fact in this action; and

j. Granting such other and further relief as this Court deems just and proper.

Date: February 21, 2017

Respectfully submitted,

s/ H. Danny Kao
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Attorneys for Plaintiff

VERIFICATION

I, Chengwei Zhang, hereby verify that,

1. I am the president of Columbia Trading Corp., Plaintiff in this action.

2. I have reviewed the foregoing Verified Complaint.

3. I verify under penalty of perjury that the facts set forth in the Verified Complaint are true and correct to the best of my knowledge.

Executed on February 21, 2017

[signature]
Chengwei Zhang

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

The undersigned hereby certifies, pursuant to Local Civil Rule 11.2, that with respect to the matter in controversy herein, neither Plaintiff nor Plaintiff's attorney is aware of any other action pending in any court, or any pending arbitration or administrative proceeding, to which this matter is subject.

Date: February 21, 2017

Respectfully submitted,

s/ H. Danny Kao

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